

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES  
NEW YORK BRANCH OFFICE**

**NATIONAL ASSOCIATION OF LETTER CARRIERS  
BRANCH 283, affiliated with NATIONAL ASSOCIATION  
OF LETTER CARRIERS, AFL-CIO, CLC (UNITED STATES  
POSTAL SERVICE)**

**Case Nos. 16-CB-112283  
16-CB-120229**

**and**

**DEIRDRE IRVING-DAVIS, An Individual**

*Linda Reeder, Esq.*, Counsel for the General Counsel.

*Peter DeChiara, Esq.*, *Cohen, Weiss & Simon, LLP*, Counsel for the Respondent.

**DECISION**

**Statement of the Case**

**Joel P. Biblowitz, Administrative Law Judge:** This case was heard by me on August 4, 2014 in Houston, Texas. The Consolidated Complaint herein, which issued on May 29, 2014 and was based upon unfair labor practice charges that were filed by Deirdre Irving-Davis, an individual, on August 29, 2013<sup>1</sup> and January 8, 2014, alleges that National Association of Letter Carriers Branch 283, affiliated with National Association of Letter Carriers, AFL-CIO, CLC, herein called Respondent and/ or the Union, since about March 1 has failed to inform Davis of the status of her grievances concerning overtime and failed to process her grievances regarding overtime under the provisions of the contract covering the unit, in that its actions were perfunctory and misleading. It is also alleged that on about December 20, Davis, in writing, asked the Respondent to provide her with a copy of the following: Employee All Report; Non-Overtime Desired List, 3996s Daily Work Assignment Sheets and Overtime Alerts maintained by the Respondent in order to protect her rights under the contract and to assess the merits of her grievances, but the Respondent has failed and refused to provide this information to her. By these actions, Respondent is alleged to have violated Section 8(b)(1)(A) of the Act.

**I. Jurisdiction and Labor Organization Status**

It is admitted and I find that the Board has jurisdiction over the United States Postal Service, herein called the Employer, by virtue of Section 1209 of the PRA and that the Respondent, Branch 283 and the national union, NALC, have each been labor organizations within the meaning of Section 2(5) of the Act.

**II. The Facts**

Davis is employed by the Employer as a letter carrier at the Foster Place Station and has been a member of the Union since about May. There are two aspects to this case: that the Respondent, by Kevin Garner, the Union steward covering Davis' facility, failed to process her grievances regarding overtime work and hours and mislead her and failed to inform her of the

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<sup>1</sup> Unless indicated otherwise, all dates referred to herein relate to the year 2013.

status of her grievances. The other aspect of the case involves Davis' request for information from the Union that she felt would assist her in assessing the merits of her grievances.

Article 8 of the collective bargaining agreement between NALC and the Respondent concerns overtime. Article 8, Section 5 states:

When needed, overtime work for full time employees shall be scheduled among qualified employees doing similar work in the work location where the employees regularly work in accordance with the following:

A. Employees desiring to work overtime shall place their names on either the "Overtime Desired" list or the "Work assignment" list during the two weeks prior to the start of the calendar quarter, and their names shall remain on the list until such time as they remove their names from the list...

"Overtime Desired" lists will be established by craft, section or tour...

C.2.a. When during the quarter the need for overtime arises, employees with the necessary skills having listed their names will be selected from the "Overtime Desired" list.

b. During the quarter every effort will be made to distribute equitably the opportunities for overtime among those on the "Overtime Desired" list.

c. In order to insure equitable opportunities for overtime, overtime hours worked and opportunities offered will be posted and updated quarterly.

d. Recourse to the "Overtime Desired" list is not necessary in the case of a letter carrier working on the employee's own route on one of the employee's regularly scheduled days.

D. If the voluntary "Overtime Desired" list does not provide sufficient qualified people, qualified full-time regular employees not on the list may be required to work overtime on a rotating basis with the first opportunity assigned to the junior employee...

F. Excluding December, no full-time regular employee will be required to work overtime on more than four of the employee's five scheduled days in a service week or work over ten hours on a regularly scheduled day, over eight hours on a non-scheduled day, or over six days in a service week.

G. Full-time employees not on the "Overtime Desired" list may be required to work overtime only if all available employees on the "Overtime Desired" list have worked up to twelve hours in a day or sixty hours in a service week. Employees on the "Overtime Desired" list:

1. may be required to work up to twelve hours in a day and sixty hours in a service week...

2. excluding December, shall be limited to no more than twelve hours of work in a day and no more than sixty hours of work in a service week.

In addition to the collective bargaining agreement, overtime is regulated by Joint

Contract Administration Manual, herein called JCAM, agreed to by the parties in September 2009, which repeats some of the language cited above, but adds: “However, the Employer is not required to utilize employees on the ‘Overtime Desired’ list at the penalty overtime rate if qualified employees on the ‘Overtime Desired’ list who are not yet entitled to penalty overtime are available for the overtime assignment.” JMAC also states that “...the 12 and 60 hour limits are absolutes- a full time employee may neither volunteer nor be required to work beyond those limits.” In other word, the Employer must assign overtime work to employees on the “Overtime Desired” list, herein called OTL, until they have worked twelve hours in a day or sixty hours in a week and after that, the Employer may assign overtime to employees who are not on the list. An exception, which Davis referred to as the Five O’clock Window, allows the Employer to assign employees to remain at their regular position until 5:00 or 5:15, even if that means that they would be paid for overtime, and even if they are not on the list. Davis has been on the OTL for the ten years that she has been employed by the Respondent.

Prior to May 2012, Davis filed her own grievances against the Postal Service and on September 30, 2011 she and the Postal Service agreed to a payment to her of \$290 as settlement for one of her overtime grievances. In May 2012, the Union’s secretary, Perla Garza, told her that the Union was going to assign traveling steward Clinton Siner to the Foster Place Station, so that he would be filing grievances for the employees at that facility. From about May through November 2012 Siner filed overtime grievances for Davis and was successful on a number of occasions and obtained about seven or eight settlements for her where the Employer paid her for the alleged overtime violations. These cases involved situations where Davis alleged that the Employer did not maximize the OTL volunteers to twelve hours a day or to sixty hours a week. In November, Siner informed her that because of the press of other work, he would not be able to process her overtime grievances any further, and at that time, Steward Garner was assigned to cover the Foster Place location.

Beginning in late December 2012 until about March 30, Davis met with Garner to request that he file grievances for her regarding alleged overtime violations by the Employer for almost every week during that period. In addition to alleging that the Employer didn’t maximize the OTL employees to the maximum hours, she also alleged that some employees who were not on the list were allowed to work overtime after 5:00, rather than assigning this work to employees on the OTL. The Employer’s records state that Davis met with Garner nine times between January 10 and March 27 for alleged contract violations between December 23, 2012 and late March. Each of these meetings lasted from thirty to forty five minutes; Davis told him of the alleged violations that she had witnessed and she filled out forms stating the facts of the alleged violations and returned them to him. She testified that after the earlier meetings, she asked Garner how her grievances were going and he said that they were going okay, and that he was meeting with the supervisor to discuss them. On a number of occasions in March, she asked him how her grievances were going and he said that he had to send them to DRT, the Dispute Resolution Team. On other occasions, she asked for some documentation of the grievances and he told her that he forgot to bring them. He never gave her copies of the grievances or any documentation of these grievance requests.

In February, she called Garza and asked her about the status of her grievances because, “...I had been getting the runaround from Mr. Garner about my grievances. So I wanted to know if she could find out what was going on with my grievances because I had filed them since December, and I hadn’t heard anything other than, it’s going okay...from Mr. Garner.” Garza told her that she would speak to Garner at the next union meeting. Over the next month, Davis called Garza twice and asked her if she spoke to Garner about her grievances and on each occasion, Garza told her that she had not been able to get in contact with him. In March, she called the Union to speak to Garza, but, instead, spoke to a Hector

Salinas<sup>2</sup> who told her that Garza wasn't at the Union hall. She asked to obtain copies of her grievances and he said that he could not give them to her without the approval of Garza, but that they would get back to her. In April, she again called Garza, but she wasn't there and spoke instead to Ricky Dueboay, Vice President of the Respondent. She told him that she had been filing grievances with Garner, but had not receive any responses from him and she believed that he hadn't filed any of the grievances. She testified that Dueboay said that she calls the Union a lot and she wasn't a member of the Union and Davis told him that even though she was not a member, the Union was supposed to represent her. Dueboay said that she was the only one from her station that calls and files grievances and he told her to think about getting back into the Union and she said that she would consider it, and he said that he would ask Garza about the grievances that she filed with Garner. Dueboay testified that he does not recall having a conversation with Davis in April, and does not recall telling her that she calls the Union a lot for representation and that she is not in the Union and that she should consider getting back into the Union.<sup>3</sup> She testified that she called Garza later that month to obtain the grievance numbers and, again spoke to Dueboay, who told her that he did not have to get this information from Garza, that she could call and get it from Salinas. She then called Salinas and asked him for the grievance numbers for the grievances that she filed between December 2012 and March. He put her on hold and when he returned he told her that there were no grievances filed for the Foster Place facility for 2013. She told him that she had been filing grievances with Garner on a weekly basis since December 2012, and he said that there were no records of any grievances from Foster Place for January through March.

In April, Davis saw Garner at the Foster Place facility and he asked her, "Why did you talk to Perla about those grievances? They didn't have any merit." She asked him how could he say that they had no merit when she had been asking for documentation for months, and he repeated that they had no merit. She asked him for the grievance numbers so that she could obtain documentation about the grievances so that she could learn why they lacked merit, but Garner said that he was through with them and he walked away. That was the first time that he told her that the grievance requests lacked merit.

Garner testified that he was the steward for the Foster Place facility from January through March and during that period, he visited the facility two or three times a week; he was not aware of whether or not Davis was a member of the Union. During that period he met with Davis on approximately ten occasions to discuss possible overtime grievances. On these occasions she stated that she believed that there had been violations in overtime assignments, giving the dates of the alleged violations, but without too much detail. On that same day on each of those occasions, he requested the relevant documents from the supervisor for the days in question and after receiving these documents, he reviewed them and determined: "That she didn't have a grievance." The basis of that conclusion was that she worked more hours than the other employees, although he was not certain that was true for every week that she grieved, and he told her that she didn't have a grievance, but he never showed her the documents that he had received from the supervisor to explain why she did not have a grievance. He testified that he never told Davis that her grievances were going okay, that he sent them to the DRT, or that he forgot to bring them with him, and never told her to stop filing grievances.

Garza testified that she received a phone call from Davis in February: "She wanted me

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<sup>2</sup> Garza testified that Salinas is a retiree who works for the Union inputting grievance information in their records. The Union Newsletter lists him as a Union officer with the title HBR.

<sup>3</sup> There is no allegation that the Union's actions were due to her lack of Union membership at that time.

to inquire if he had filed any grievances...or why he hasn't filed any grievances under Article 8." She met with Garner and asked him about it and he said that he reviewed the documentation, saw that the grievance requests had no merit and therefore no grievances were filed. She was then asked:

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Q Did you subsequently speak to Ms. Irving-Davis about your conversation with Mr. Garner?

A I really don't recall directly when and if I did, but I'm sure I did.

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Davis testified that she had a conversation with Garza in May when Garza told her that she would call the area manager, Debra Brown to ask her to reopen Davis' grievances to make them timely and then Davis and Garner could meet to discuss the merits of her grievances, but that never occurred. In May, she called Union President Willie Ferguson and told him that she was not getting any results talking to Garza or Garner about the fact that he had not filed any of her grievances since December, yet when she filed her grievances they had merit and when Siner filed her grievances they had merit, but all of a sudden with Garner, they have no merit. Ferguson said that he would talk to Garner and Garza and would get back to her, but she did not hear from him. On June 23 Ferguson appointed Davis as the alternate steward for the Foster Place Station for Article 8 grievances and from June through December she filed her own grievances and was successful in receiving monetary settlements for these grievances.

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The other aspect of the Complaint is that the Respondent failed to furnish Davis with information that she requested, which information was necessary to protect her rights under the contract and to assess the merits of her grievances. On December 20, Davis faxed<sup>4</sup> to the Union a form entitled: "Informal Step A. Request for Documentation and Steward time to investigate a possible grievance<sup>5</sup>." In addition to her name, she listed the possible grievance as: "Labor Relations- Article 8 Violations, 12/22/12 thru 3/30/13." She listed the information that she needed as, the Employee All Report, OTDL, Non-OTDL, 3996s, Daily Work Assignment Sheets, and the Overtime Alert. There was no cover letter attached to the request further explaining the reason for the request. She testified that she needed this information because the Employer's Labor Relations Department had found merit to her case and she needed this information to determine how much was owed to her. The Employer told her that as she was not a steward, they could not give her the information, so she requested it from the Union; the period of time requested was the time period during which Garner was her steward. She never received this information from the Union.

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Ferguson testified that he first saw the request that Davis faxed to the office when he returned from vacation in early January. The request was on the form employed by stewards to request information from management, and these were documents that the Union and its officers would not have in its possession. He testified further that grievances could not have been filed for the time period of December 22, 2012 through March 30, 2013 because any such grievance would be untimely as the contract limits grievances filings to fourteen days after the event. The Union did not respond to Davis' information request for that reason, and because some of the documents requested had employee identification numbers on them. At the time of the request, the Union had the Overtime Alert Report for the period and could have asked the Employer for the other information that Davis requested, but did not do so and never notified

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<sup>4</sup> On the same day she faxed a revised request specifying that it was for the Foster Place facility.

<sup>5</sup> This is the form that is used to file a grievance.

Davis that she would not be receiving any of the requested information.

### III. Analysis

The basic proposition as set forth in *Vaca v. Sipes*, 386 U.S. 171 (1967) is that a union must represent all unit employees fairly, that it must administer the contract's grievance-arbitration provision fairly and in good faith, and that it violates that duty when its conduct toward a unit member is arbitrary, discriminatory or in bad faith. Unions are afforded a "wide range of reasonableness" in serving the unit that it represents, *Ford Motor Co. v. Huffman*, 345 U.S. 330, 338 (1953), and they have discretion in determining whether grievances merit being processed; mere negligence, poor judgment or ineptitude on the part of the union is insufficient to establish a violation of its obligation to represent all unit employees fairly. *Local Union No. 195 (Stone & Webster)*, 240 NLRB 504, 508 (1979). In *General Truck Drivers, Chauffeurs and Helpers Union, Local No. 692 (Great Western Unifreight System)*, 209 NLRB 446, 448 (1974), the Board stated:

It is clear that negligent action or nonaction of a union by itself will not be considered to be arbitrary, irrelevant, invidious, or unfair so as to constitute a breach of the duty of fair representation violative of the Act. Something more is required.

Under a union's duty of fair representation, while it may refuse to process a grievance or to process it in a particular manner, it is forbidden from refusing or failing to process it for an arbitrary or invidious reason or "without reason, merely at the whim of someone exercising union authority." *General Truck Drivers, Local 315 (Rhodes & Jamieson, Ltd.)*, 217 NLRB 616, 617-618 (1976); *Local 417 UAW (Falcon Industries, Inc.)* 245 NLRB 527, 534 (1980). In *Glass Bottle Blowers, Local 106 (Owens-Illinois)*, 240 NLRB 324 (1979), the Board stated:

Where, as here, a union undertakes to process a grievance but decides to abandon the grievance short of arbitration, the finding of a violation turns not on the merit of the grievance but rather on whether the union's disposition of the grievance was perfunctory or motivated by ill will or other invidious considerations.

See also *Local 3036 Taxi Drivers Union (Linden Maintenance)*, 280 NLRB 995, 996 (1986).

It is initially alleged that Respondent violated Section 8(b)(1)(A) of the Act because Garner handled Davis' grievances in a perfunctory way. Although Davis could not answer a question in a brief and concise manner (as I requested that she do on a number of occasions), I found her to be a credible witness as compared to Garner, whose testimony was circumspect and unsupported by any other evidence. For example, on the principal issue of why he did not process her overtime grievances, he testified that they didn't have merit because she worked more hours than the other employees, but he was uncertain that was true for every week of the period in question. Moreover, even if she had worked more hours than the other employees on some weeks, there may have been merit to some of her grievances. He also testified that he met with Davis on about ten occasions where she gave him dates of alleged overtime violations, but without much detail. After listening to Davis testify for over three hours, I cannot believe that she was not specific in her description to Garner of the alleged overtime violations. In addition, the Employer's records state that each of her nine meetings with Garner lasted from thirty to forty five minutes, certainly sufficient time for her to be specific in describing the alleged violations. Further, I discredit his testimony that he told her that she didn't have a grievance. If that were true, why would she call Garza and Ferguson to ask them what was happening with her grievances? The only part of Davis' testimony that I found questionable, was that she made the request for information on December 20 because the Employer found merit to her case and

she needed the information to determine how much was owed to her. Since her grievances were never processed and were untimely in December, it is difficult to understand how the Employer determined that her grievances had merit. Regardless, based upon Garner's testimony, I conclude that after seeing that Davis worked a large number of overtime hours, he concluded, without more, that her grievances had no merit. I therefore find that his handling of her grievances were performed in a perfunctory manner and that the Union therefore violated Section 8(b)(1)(A) in that regard. *Service Employees, Local 579 (Beverly Manor)*, 229 NLRB 692, 696 (1977); *Union of Security Personnel (The Church Charity Foundation)*, 267 NLRB 974, 980 (1983); *Unlicensed Division, District No. 1- MEBA (Mormac Maine Transport)*, 312 NLRB 944 (1993).

It is further alleged that the Respondent, by Garner, mislead Davis regarding the progress of her grievance requests. A union's duty to fairly represent all the employees in the unit includes the duty to neither willfully misinform employees about their grievance nor to willfully keep them uninformed about their grievance. *Groves-Granite*, 229 NLRB 56, 63 (1977); *Local 417 UAW (Falcon Industries)*, 245 NLRB 527, 534 (1980); *American Postal Workers Union*, 328 NLRB 281 (1999). In the instant situation Garner had been reassuring Davis that the grievances were going okay, and that he had sent them to the DRT when, in fact, nothing had been done with her grievances other than a cursory investigation. By willfully misinforming and misleading Davis on the status of her grievances the Respondent, by Garner, violated Section 8(b)(1)(A) of the Act.

The final allegation is that by failing to provide Davis with the information that she requested on December 20, the Respondent violated Section 8(b)(1)(A) of the Act. In *Branch 529, National Association of Letter Carriers, AFL-CIO*, 319 NLRB 879, 881 (1995), the Board found that the union breached its duty of fair representation by refusing to provide the employee with copies of her grievances. The Board stated that where the requesting employee has a legitimate interest in the information, whether expressed or obvious, and where the union has "raised no substantial countervailing interest" in refusing to provide the information, it must be provided. *National Association of Letter Carriers, AFL-CIO, Branch 758*, 328 NLRB 952, 953 (1999); *Local 307, National Postal Mail Handlers Union*, 339 NLRB 93 (2003). The Union defends that Davis had no legitimate interest in the information because almost a year has passed since the alleged contract violations and, obviously, any attempted grievance on the subject would be untimely. Although, initially, this argument has some appeal, Counsel for the General Counsel in her brief argues that this information was relevant to Davis in determining whether she was treated fairly by the Union in not processing her grievances and information would be required to determine an appropriate remedy under *Iron Workers, Local 377 (Amarillo Steel Corp.)* 326 NLRB 375 (1998). I agree with Counsel for the General Counsel's argument that Davis had a legitimate interest in this information and that unlike the situation in *Local 307, supra*, the Union had no countervailing interest in refusing to provide it. By refusing to do so, the Union violated Section 8(b)(1)(A) of the Act.

### Conclusions of Law

1. The Board has jurisdiction over the United States Postal Service pursuant to Section 1209 of the PRA.

2. The Respondent, Branch 283, and the national union, NALC, have each been labor organizations within the meaning of Section 2(5) of the Act.

3. The Respondent violated Section 8(b)(1)(A) of the Act by investigating Davis' grievances in a perfunctory manner, by misleading and misinforming her on the status of her

grievances, and by refusing to furnish her with the information that she requested from the Union on December 20, 2013.

### **The Remedy**

Pursuant to the Board's Decision in *Iron Workers Local Union 377 (Amarillo Steel Corp.)*, 326 NLRB 375 (1998), I recommend that the Respondent be ordered to request that the Employer waive the untimeliness of Davis' grievances and agree to consider Davis' grievance concerning overtime work and, if it agrees to do so, to process her grievance with due diligence, and to permit Davis to be represented at these proceedings by her own counsel, if she so chooses, at the Union's expense. If the Employer refuses this request and if the General Counsel establishes in a compliance hearing that a timely pursued grievance would have been successful, then Davis shall be made whole for any loss that she suffered as a result of the Union's failure to process her grievances. I further recommend that the Respondent be ordered to provide Davis with the information that she requested on December 20, 2013.

Upon the foregoing findings of fact, conclusions of law and on the entire record, I hereby issue the following recommended<sup>6</sup>

### **ORDER**

National Association of Letter Carriers, Branch 283, affiliated with National Association of Letter Carriers, AFL-CIO, its officers, agents and representatives shall

#### **1. Cease and desist from**

(a) Failing or refusing to process the grievances of Dierdre Irving-Davis, or any other employee, or processing such grievances in a perfunctory manner, without reason or for arbitrary or invidious reasons.

(b) Misinforming or misleading Davis, or any other employee, about the status of their grievances.

(c) failing and refusing to provide Davis with the information that she requested on December 20, 2013, which information was necessary for her to protect her rights under the contract between the Respondent and the Employer.

(d) In any like or related manner interfering, restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

#### **2. Take the following affirmative action designed to effectuate the policies of the Act.**

(a) Request the United States Postal Service to consider Davis' grievances concerning overtime work and, if it agrees to do so, process the grievance with due diligence.

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<sup>6</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.



(b) Permit Davis to be represented by her own counsel at any grievance proceedings, including arbitration, and pay the reasonable legal fees of such counsel.

(c) In the event that it is not possible for the Respondent to pursue the grievance, and if the General Counsel establishes in a compliance hearing that a timely pursued grievance would have been successful, make Davis whole for any damages suffered as a result of the Respondent's failure to process the grievance, together with interest.

(d) Within a reasonable period of time, provide Davis with the information that she requested on December 20, 2013.

(e) Within 14 days after service by the Region, post at its union office in Houston, Texas, copies of the attached notice marked "Appendix."<sup>7</sup> Copies of the notice, on forms provided by the Regional Director for Region 16, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(f) Sign and return to the Regional Director sufficient copies of the notice for posting by the Postal Service, if willing, at all places where notices to employees are customarily posted.

(g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

**Dated, Washington, D.C. September 23, 2014**

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**Joel P. Biblowitz**  
**Administrative Law Judge**

<sup>7</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

**APPENDIX**

**NOTICE TO MEMBERS**

**Posted by Order of the  
National Labor Relations Board  
An Agency of the United States Government**

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this Notice.

**FEDERAL LAW GIVES YOU THE RIGHT TO**

Form, join, or assist a union  
Choose representatives to bargain with us on your behalf  
Act together with other employees for your benefit and protection  
Choose not to engage in any of these protected activities

**WE WILL NOT** fail or refuse to process the grievances of Dierdre Irving-Davis, or any other employee, or process such grievances in a perfunctory manner, without reason or for arbitrary or invidious reasons, **WE WILL NOT** misinform or mislead Davis, or any other employee, about the status of their grievances and **WE WILL NOT** refuse to provide requested information to Davis, or any other employee, that is relevant to them in pursuing their contractual rights.

**WE WILL NOT** in any like or related manner interfere with, restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

**WE WILL** request the United States Postal Service to consider Deirdre Irving-Davis' grievances concerning overtime work and, if it agrees to do so, **WE WILL** process the grievances with due diligence and **WE WILL** permit Davis to be represented by her own counsel at any grievance proceedings, including arbitration, and pay reasonable legal fees of such counsel. In the event that it is not possible to pursue the grievance, if the General Counsel establishes in a compliance proceeding that a timely pursued grievance would have been successful, **WE WILL** make Davis whole for any damages suffered as a result of our failure to process her grievance, together with interest and give Davis the information that she requested on December 20, 2013.

**NATIONAL ASSOCIATION OF LETTER CARRIERS BRANCH 283, affiliated with**  
**NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**  
**(Union)**

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).

819 Taylor Street, Room 8A24  
Fort Worth, Texas 76102-6178  
Hours: 8:15 a.m. to 4:45 p.m.  
817-978-2921.

The Administrative Law Judge's decision can be found at [www.nlrb.gov/case/16-CB-112283](http://www.nlrb.gov/case/16-CB-112283) by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570, or by calling (202) 273-1940.



**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, 817-978-2925.